

A. G. Contract No. KR930122TRN  
ECS File: JPA 93-11  
Project: F-025-1-515/H306401C  
Section: US-89 - Carlton to  
Copper Basin Road

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF PRESCOTT

THIS AGREEMENT is entered into 22 April, 1993,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF PRESCOTT, acting by and through its MAYOR and CITY  
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the City.

3. Incident to an improvement project to US-89 in the  
City contemplated by the State which includes new curb, gutter  
and sidewalks from Carlton to Copper Basin Road, the State and  
the City desire to define their respective responsibilities for  
sidewalk maintenance.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO. <u>17500</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>04/22/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wing D. Greenwood</u>

## II. SCOPE OF WORK

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services necessary for construction bidding and construction. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.

c. Upon completion, approve and accept the project and provide maintenance within the State's right-of-way, except for sidewalks.

### 2. The City will:

a. Review the design documents and provide comments.

b. Upon completion and acceptance by the State, insure maintenance to the project sidewalks in accordance with City code, both inside and outside of the State's right-of-way.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until terminated by either party or other competent authority; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

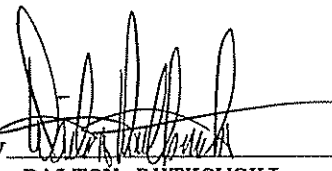
Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Prescott  
City Manager  
201 S. Cortez  
Prescott, AZ 86301

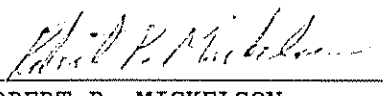
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

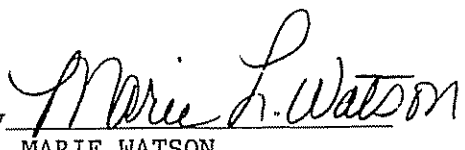
**CITY OF PRESCOTT**

By   
DAITON RUTKOWSKI  
Mayor

**STATE OF ARIZONA**

Department of Transportation  
By   
ROBERT P. MICKELSON  
Deputy State Engineer

ATTEST

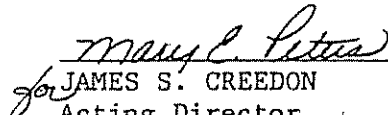
By   
MARIE WATSON  
City Clerk

JPA 93-11

RESOLUTION

BE IT RESOLVED on this 21st day of January 1993, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Prescott for the purpose of defining responsibilities for the construction and maintenance of curb, gutter and sidewalk improvements to US-89 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
\_\_\_\_\_  
JAMES S. CREEDON  
Acting Director

RESOLUTION NO. 2560

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION, REPAIR AND MAINTENANCE OF SIDEWALKS ALONG MONTEZUMA STREET AND WHITE SPAR ROAD, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

WHEREAS, Montezuma Street and White Spar Road is under the jurisdiction of the Arizona Department of Transportation; and

WHEREAS, ADOT wishes to construct and repair sidewalks along the foregoing roadways; and

WHEREAS, the ADOT will not undertake the construction and repair of sidewalks unless there is an agreement with the effected City for the City to maintain said sidewalks.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT, the City of Prescott hereby approves the attached Intergovernmental Agreement with the Arizona Department of Transportation for the construction, repair and maintenance of sidewalks, attached hereto as Exhibit "A".

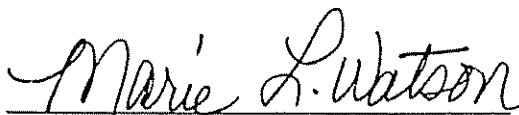
SECTION 2. THAT, the Mayor and Staff are hereby authorized to execute the attached Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 9th day of MARCH, 1993.



DAITON RUTKOWSKI, Mayor

ATTEST:



MARIE L. WATSON, City Clerk

APPROVED AS TO FORM:



JOHN R. MOFFITT, City Attorney

APPROVAL OF THE PRESCOTT CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF PRESCOTT and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 14th day of MARCH, 1993.

A handwritten signature in dark ink, appearing to read "D. R. M. J.", is written over a horizontal line.

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR93-0122-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15<sup>th</sup> day of April, 1993.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section